App. F. IX-4

Previous Refere

192 8-9
Law.

File No. 1-2

Serial Nos. 1—

Later References

(19)

General and Revenue Secretariat.

Serial Nos.

Part B for Jan 1928

SUBJECT

Notice on behalf of Sailor Prajamitra

Notice on behalf of Writer of Praja mitra

Law file 1 of 28

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Letter No: C, dated from S of P & C forwarding the notice issued on behalf of the Editor of Praja mitra by advocates messrs K.S. Roy & D.S Kanungo Bar

Requests for a draft of a reply

orders by Secy:

"Draft approved. Send to Dir."

12 Sept. 28

Letter No: P13/Conf dated 11.9.28 forwarding the draft reply & returning enclosures.

Letter No: C, 509/27. dt 12.9.28 forwarding the reply from the Advocate & a copy of the draft reply to be sent.

orders of Secy:

Return the draft saying that it is in order & may be sent"

13 Sept. 28

3/7/28

Letter No: P/58(2) dated 3-7-28 returning the draft reply

Id routine notes be written on small slips,
notes must be copied, or slips pasted on
s form.

G.R.S. III—3]

Routine Notes.

[To be used only for s, requisitions, etc., not intended for permanent record.]

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etter no. 2L 509/28-29 dated 4th July 1928. (4
om D/of 9 &c. forwarding letter no. 2L (5
70 D/4.7.28 from advocate on behalf
Prajamitra

The Director says that no useful
urpose will be served by replying again
if the Secy: agrees, he proposes to ju
he letter—

etter no. 2L 509/27-28 dated 5 th July 1928 (6
om D/of &c forwarding copies of the Correspondenc
etween the advoca ... behalf of
rajamitra & himself, as also
opy of a letter to the Supdt of Industries
by the Editor Prajamitra permitting
in to take away the Press under pawnlock.

The Supdt of Industries in his letter to
e Director copy of which is sent, reports
at all the machinery & materials supplied
y the Deptt to the Editor have been seized &
emoved, ~~he also reports~~ on the 3rd afternoon. The report also
t
he seals were noticed to have been meddled
with. I
nvited
ary

388
9/7

V.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

TELEGRAPHIC ADDRESS :— "INDUSCOM."

In reply please refer to
No. E.....

GOVERNMENT OF MYSORE.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

OFFICE OF THE DIRECTOR,

Dated Bangalore, the.....2nd July.....1928.

FROM

C. RANGANATHA RAO SAHIB, ESQ., B.A., B.L.,
Director of Industries and Commerce in Mysore,
(Bangalore India.)

To

B. Nagappa, Esq., Bar-at-law,
Secretary to Government,
Law Department,
B a n g a l o r e.

SIR,

I forward herewith the letter No. Gl. 188 dated 1st July 1928 from Messrs. B. Shama Rao and L. S. Raju, Advocates on behalf of Mr. G. R. S. Rao, Editor, Prajamitra, purporting to issue under Section 80 of the Civil Procedure Code, along with the file relating to the subject. I shall be greatly obliged if you will kindly favour me with a draft reply to the letter and let me know whether I can proceed to sell the property which has been seized towards the recovery of the arrears.

I have the honour to be,

Sir,

Your most obedient servant,

C Ranganatha Rao Sahib

D i r e c t o r.

To, Messrs
L. S. Raju [redacted] M.A. B.L
and N. Shamanna [redacted] B.A. LL.B
Advocates,
Chikpet
Bangalore City

Sirs, I am surprised to find from your ~~letter~~ notice
No: Gl. 188 dated 1st July 1944 issued on behalf of
your client Mr G.R.S. Rao & Sri Mr. Rajà Mitra that
your client has misrepresented to you that I
promised him to fix up the date of payment
from 1st September next in modification of the
terms of the agreement - What I promised to
your client was that I would write to Government
which I did, but as the Government did not
agree to the alteration of the terms of the
agreement, I distinctly gave your client
to understand in my letters to him
that the agreement could not be modified
in any way as required by him -

The action that I have now taken is in accordance with the terms of the agreement and in accordance with law, and as the property now seized has all along been the property of government and action has now been taken to dispose of the same for the realisation of the amount due, I hereby give you notice that if the property be in any way interfered with your client will be held liable both civilly and criminally in accordance with law.

I have the honour to be
Sir
Your most obedient Servt,

Director of Industries &
Commerce in
Mysore
Bangalore

Section Law

File No.

Serial No.

No. 713 Emb

To C. Ranganatha Rao Sahib Esqr.
Director of Journalism &
Commerce in Mysore
Bangalore

Diary No. of letter replied to.....

General and Revenue Secretariat

the 192

Date of issue..... 2/7/35

Signed by.....

Sir,

With reference to your letter No. E dated 2nd July 19 I herewith send you a draft reply to the notice issued on behalf of the Editor of Praja Mitra - Under the terms of the agreement I am of opinion, that you are authorised to sell the property seized for the recovery of arrears - The file of

List of enclosures.....

Copied by .....

Examined by .....

the Asbestos Co. In London and when the Asbestos Co. was not in need of money. Out of the equivalent of this amount of £ 2000 in Indian currency R 26,628-7-11 credited not to the Asbestos Co. which asked for the money but to the Mysore Development Syndicate, a sum of R 22,300 was utilised by the Essenflour Products Co. which was really in need. The - financial relationship of these companies was one of mutual entanglement to the extent that they should either swim or sink together.

Between the middle and the end of the calendar year 1925 all these companies lost credit with the Mysore - Bank and of these three losing concerns the only one which had one source of profit and accommodation was the - - Essenflour Products Co.Exh.P.344. In view of the mutual - financial entanglement referred to above the Essenflour - Products Co. had to finance the two allied concerns also from the sandal oil funds. Thus we find in Exh.P.514 that the total amount advanced to the Asbestos Co. and the Mysore - Development Syndicate by the Essenflour Co. is more or less equal to the amount of sandal oil moneys misappropriated by the Essenflour Products Co. which is the difference between money due from customers and money due to Government in - Exh.P.514.

The Agreement of Agency.

It has already been stated that the Essenflour Products Co. were appointed as agents for the sale of the sandal oil with effect from the 1st September 1923 pending settlement of the precise terms of the contract. The - negotiations regarding the terms of the agreement continued for some months and thereafter the agents delayed the - - execution of the agreement for some months (Exh.P.5 to P.13 & D.22 & D23). Finally the agreement Exh.P.14 was executed by the agents on 10-6-1925 for a period of three years from the 1st September 1923. This agreement was renewed on

Relating to the subject sent
with your letter is herewith
returned.

Tels.—"INDUSCOM"

GOVERNMENT OF MYSORE.

Codes used—A.B.C., 5th

D. O. No. E1-509/27-28

Department of Industries and Commerce.

Mr. C. RANGANATHA RAO SAHIB, B.A., B.L.,
Director.

OFFICE OF THE DIRECTOR,

Bangalore, dated the 3rd July *192* 8.

Dear Sir,

I enclose herewith the letter received from Messrs. D. Chama Rao and L. S. Raju in reply to my letter of yesterday sent in accordance with the draft kindly favoured by you.

I propose to send the following reply if there is no objection. Kindly let me have your views.

Yours sincerely,

C Ranganatha Rao Sahib

order

To
S. Nagappa, Esq., Bar-at-law,
Secretary to Government,
Law Department, Bangalore.

CRS-GR.

77/28

Codes used—A.B.C., 5th Edn., Bentleys.

GOVERNMENT OF MYSORE.

D.O. No. E1-509/28-29. Department of Industries and Commerce.

Enc one

Mr. C. RANGANATHA RAO SAHIB, B.A., B.L.,
Director.

OFFICE OF THE DIRECTOR,

Bangalore, dated the....4th July.....*1928*.

Dear Sir,

(No. 9E 19084-7-28)

I enclose herewith the letter received from the lawyers of Mr. G.R.S. Rao, Editor, "Prajamitra" in reply to my letter dated the 3rd instant sent with your approval. There are a number of incorrect statements in regard to matters of fact - in this letter in addition to the curious legal opinion advanced with regard to clause 9 of the agreement to the effect that it is illegal and void. I do not think any purpose will be served in sending a reply to this letter and if you agree I propose to ignore the letter.

Yours Sincerely,

C Ranganatha Rao Sahib

To

B. Nagappa, Esq., Bar-at-Law,
Secretary to Government of Mysore,
Local and Legislative Departments,
Bangalore.

CRS/KSV.

2972

L. Sreenivasa Iyengar,
D. Shama Rao, B.A., LL.B.,
&
L.S.RAJU M.A.,(HONS.) B.L.
ADVOCATES.
++++
RESIDENCE:- "SITA VILAS"
BASAVANGUDI P. O.
(BANGALORE).

"LAKSHMI STHANAM"
OFFICE: KASI VISVESWAR TEMPLE LANE,
CHICKPET.
Bangalore City.

4th July 1928.

D.O. No. Cl. 190.

To
C. Ranganatha Rao Sahib, Esq., B.A., B.L.,
Director of Industries & Commerce in Mysore,
Bangalore.

Dear Sir,

In acknowledging receipt of your D.O. letter No. E.I-590/27-28 dated 3rd July 1928, we have been instructed to write to you as follows.:---

I. It is clear from the tenor of your letter that you are attempting very hard and trying your best to defend an obviously and grossly illegal act, by advancing grounds which are not merely untenable, but some of which, are also, we regret to observe, afterthoughts.

2. You refer us to your letter of the 18th June 1928, and "particularly to the following sentence" therein, Viz., "According to the terms of your agreement, the payment of the instalment should have commenced from 1st April 1928." Is this the "distinct" manner in which you conveyed to our client that Government repudiated your promise to our client ? In law, the Government is bound by your promise. Further, may we know the terms of the Government Order with its number and on which your letter of the 18th June was based, and why

why this was not specifically mentioned in your letters ? Our client, under the circumstances, denies the existence of any such Order preceding your letter of the 18th June 1928 and challenges — your Department even now to quote it before this evening. In any case, our client did reply to your letter of the 18th June, protesting against the illegal demand and you will also remember that you sent our client a copy of the agreement by post only on 30th June - 1928, and which our client received only at 12 Noon on 1st July 1928, when already your Officers had unwarrantedly invaded our client's — premises in the latter's absence and committed illegalities. Under the agreement, the instalments become payable from "the date of disbursement of the amount", Viz., Rs 5,000/- and the statement in — your letter of the 18th instant that "the payment of the instalment should have commenced from 1-4-1928" is, we much regret to observe, not merely an ingenious after-thought, but also totally wrong and incorrect; because on 14th April 1928, i.e. (2 weeks after you now say that the re-payment on the part of our client commenced) you have actually advanced to our client Rs 2,398-0-0.

3. We believe, Sir, that you are also acting under legal advice and pardon us for stating that your legal advisers, whoever — they may be, have, most probably importing inapplicable foreign — legal notions and without bestowing due and proper consideration, been thoroughly misleading you and also Government. We feel called upon to dwell on this matter in view of Para 2 of your letter.

4. You observe that you are merely enforcing the terms of the agreement

agreement. Under the agreement you are in the position of only a lender, with rights and powers no higher than any other private lender, substituted in your place under the same agreement. Please consider yourself whether such a person could have committed similar havoc and whether the Police would have gone to his aid also. We are afraid that the fact that the Government happens to be the lender in this case, has obsessed you and misled you to perpetrate gross illegalities against our client, though in Law the fact of Government being a lender does not make any difference at all.

5. When disputes of a Civil nature regarding the terms and interpretation of the agreement have arisen between you and our -- client, they ought to be first decided by a competent tribunal and if the decision of such tribunal was in your favour, then the question of exercising "without recourse to Civil Court", any powers you might lawfully have under the agreement would come in. You -- have put the cart before the horse.

We might also add that the terms of Clause 9 under which you purport to act now are abused, illegal and void. Your legal advisers could easily have told you that in Mysore unlike British India, the Statute has not conferred such a power of sale "without intervention of Court." We need not say more about this at present.

6. Our client feels that irrepairable injury and disgrace -- as been inflicted on him by a grossly illegal and high-handed pro-

cedure

procedure which has been possible, not because the terms of the alleged agreement entitle you to do so, but because one of the parties thereto happens to be the Government, which evidently is, our client feels, anxious only to see that its behests are carried out by its subordinate Officers without thinking coolly for one moment whether what they are doing is morally or legally right and without noticing that in law Government qua Government is no better under the agreement than any other ordinary private lender substituted in their place.

7. You will thus see how untenable and unreal the contents of Para 2 of your letter under reply are and what the blame attachable to your Department, entitling our client to proceed against you for damages etc. and for which we have already issued notice to you, is.

Yours faithfully,

Lsrinaju

DShamaRao

Advocates.

TELEGRAPHIC ADDRESS :— "INDUSCOM."

IMMEDIATE.

GOVERNMENT OF MYSORE.

In reply please refer to
No. E1.509/27-28

DEPARTMENT OF INDUSTRIES AND COMMERCE.

OFFICE OF THE DIRECTOR,

Dated Bangalore, the.....5th..July.....*192* .

FROM

C. RANGANATHA RAO SAHIB, ESQ., B.A., B.L.,
Director of Industries and Commerce in Mysore,
(Bangalore India.)

To

B. Nagappa Esq., Bar-At-Law.,
Secretary to the Government of Mysore,
Law Departments, Bangalore.

SIR,

In continuation of my letter No.E1.509/27-28 dated 2nd July 28, I enclose herewith copy of a report No.5. dated 4th July 1928 submitted by the Superintendent of Industries, Bangalore Division regarding the removal of the Press and accessories supplied to the Editor Prajamitra in accordance with the Government order No.D.3152-4/I&C 10-27-21 dated 23rd September 1927.

I also submit for the information of Government, copies of subsequent letters dated 3rd and 4th July addressed to me by the lawyers as well as a copy of my reply to the letter of the 3rd instant as approved by the Secretary to Government, Law Departments. I have written to the Secretary to Government that the letter of the 4th instant does not seem to require a reply, as there is no advantage in carrying on further correspondence with the lawyers. I enclose for the information of Government, copy of a letter addressed to the Superintendent of Industries by the Editor, Prajamitra permitting him to take away the Printing press and accessories under protest.

I have the honor to be,
Sir,
Your most obedient servant,

C Ranganatha Rao Sahib

Director.

Letter No.5 dated the 4th July 1928 from the Superintendent of Industries, Bangalore Division, Bangalore to the Director of Industries and Commerce in Mysore, Bangalore.

I have the honour to report to you that I seized and removed all the machinery and other materials supplied by us to the Editor of the Prajamitra Paper, yesterday afternoon, and removed them to the Government Press premisses the same evening. I submit to you herewith the Mahazar drawn up at the time of seizing the plant, for custody.

I have to further report to you that when I went to open the door that I had locked and sealed on the morning of the 1st instant I noticed that the seal was removed. On opening the door before the Panchayatdars that were present, I noticed that one of the planks that I had fixed up as a wedge between one of the doors of the room and the Printing machine inside it, to prevent the room door from being pushed from outside, had been removed. As this could be opened only from the inside of the room, I suspect that some one must have gone inside the room after I locked and sealed it. This was brought to the notice of the Panchayatdars, and the Police inspector, who came there, as directed by the District Magistrate, to notice this specially. As desired by the Assistant Superintendent of Police, Bangalore City, personally, I reported this fact to him, and I submit to you herewith a copy of this report for your information.

"COPY"

Superintendent

Director.

Letter dated the 3rd July 1928 from the Editor, Prajamitra to the Superintendent of Industries, Bangalore Division, Bangalore.

Reference: Your letter No. M.I of the 2nd instant, handed to me in person at 4 P.M. yesterday.

I must point out to you that the question of my handing over the types never arose until you casually mentioned to me about it yesterday morning, when I at once told you about the wholesale - illegality which is being committed.

I deny absolutely that I have failed to pay "3 consecutive monthly instalments." I also deny your right to proceed against me in the manner you are doing. You are also adding insult to injury by intimidating me with the threat of your getting armed with police force. In due course, please note that I will hold you and your abettors fully responsible for the illegalities and crimes perpetrated and attempted to be perpetrated against me. I can - certainly claim to be a really peaceful and patriotic citizen. But please remember, I am not a coward and will brook no insult and disgrace. I hope you are also equally peace-loving and law abiding.

As you insist however, on "the property", being handed over to you and as you are coercing me to do so by the threat of police force, which you say is also ready awaiting your instructions to bombard my premises, you may take "the property", in lieu of the Loan, which taking, of course is under protest, against my will, and without any prejudice whatsover to me now or hereafter.

"COPY"

Manager

ksv.

Director.

1928నే ఇక్కడ జులై కాంగ్రెస్ సంబంధించిన సంఘటనలు చేసిన కొందరు వ్యక్తులు ఏర్పాటు చేసిన సంఘమే తరువాత 'ప్రజామిత్ర' ప్రింటింగ్ ప్రెస్ స్థాపనకు దారితీసింది. ఆ వివరాలు తరువాత తెలుసుకుందాం.

మొదట ఈ 'ప్రజామిత్ర' ప్రింటింగ్ ప్రెస్ ప్రారంభమైనప్పుడు ప్రింటింగ్ మిషన్, మోటార్, ఫ్యాన్ వగైరాలు కొన్ని మాత్రమే ఉన్నాయి. ఆ తర్వాత ఇంకా కొన్ని మిషన్లు కొన్నారు. ఈ ప్రెస్ ప్రారంభించిన వారిలో ముఖ్యులు శ్రీ ఎ. వెంకటరమణ మరియు శ్రీ ఎస్. రాఘవాచారి గార్లు. వీరు ఇద్దరూ ప్రెస్ ప్రారంభించిన తర్వాత కొన్ని సంవత్సరాలు ఇక్కడ పనిచేసి ఆ తర్వాత వేరే ప్రెస్ పెట్టుకున

శ్రీ జి. ఆర్. వి. కాలేజీలు నిర్వహించే నర్సింగ్ కోర్సులకు కావలసిన వసతులు. కాబట్టి శ్రీ జి. ఆర్. వి. కాలేజీలు నిర్వహించే నర్సింగ్ కోర్సులకు శ్రీ జి. ఆర్. శ్రీనివాసులు నర్సింగ్ అసోసియేషన్ వారు అనుమతి ఇచ్చినవి కాబట్టి, ఈ క్రింది కోర్సులు, కోర్సులో కావలసిన సౌకర్యాలు గల్గిన శ్రీ కళాశాలలు మాత్రమే ఇవన్నీ కళాశాలలు ఈ కోర్సులకు అనుమతి ఇచ్చినట్లు నర్సింగ్ అసోసియేషన్ వారికి తెలియజేస్తారు.

కాబట్టి, ఈ అభ్యర్థులు ఎక్కడ నర్సింగ్ ట్రైనింగ్ క్రోసే, కోర్సులో, ట్రైనింగ్ సమయంలో ఈ క్రింది కనీస సౌకర్యాలు ఉన్నాయి లేదో శ్రీ జి. ఆర్. వి. కాలేజీలు నిర్వహించే కోర్సులకు కళాశాల యాజమాన్యం వారు ఈ సౌకర్యాలు ఉన్నట్లు ధృవీకరణ పత్రం ఇవ్వాలి. సౌకర్యాలు గల్గిన వసతులు.

(A) ఖచ్చితంగా ఉండవలసిన సౌకర్యాలు గల్గిన.

(1) వాష్ బేసిన్ తో ట్రైనింగ్ క్రోసే ఉండాలి.

(2) ఎలక్ట్రిసిటీ తో కోర్సులు, పనిచేసే కోర్సులు ఉండాలి

(3) ఉండాలి ఫ్యాన్లు, 2 లైట్లు గల్గిన, 2 బల్బులు గల్గిన 2 కరెంట్ గల్గిన.

(B) ఇవన్నీ చేసినా చేయకపోయినా ఉండాల్సినవి

(1) ట్రై రేలో ట్రైనింగ్ క్రోసే ఉండాలి.

(C) ఉండాల్సినవి :—

(1) 25 (ఇరవై ఐదు) కంటే ఎక్కువ ట్రైనింగ్ బెడ్లు

(2) 7 ట్రైనింగ్ సూపరింటెండెంట్లు (ఏడుగురు)

(3) 2 (రెండు) ట్రైనింగ్ బ్లాక్ బోర్డులు ఉండాలి

(4) స్టూలు గల్గిన, కనీసం 10 (పది) ఉండాలి.
కోర్టెన్ 5 (ఐదు) కుర్చీలు ఉండాలి.

(5) Lead cutter machine (పెన్సిల్ కరగకుండా కత్తిరించే యంత్రం) ఉండాలి.

(6) Comforting Shirts కుర్చీలు 6 (ఆరు)

(7) Urine strips (మూత్ర పరీక్ష చేసే స్ట్రిప్స్ గల్గిన 2) రెండు

ఈ వివరాలతో ధృవీకరణ పత్రం శ్రీ జి. ఆర్. వి. కాలేజీలు, నర్సింగ్ గల్గిన సొసైటీ వారు నర్సింగ్ కోర్సులకు అనుమతి కొరకు దరఖాస్తు చేసుకోవచ్చు.

ಪತ್ರ ಬಂ ನಾಮ.

ಕೀಲಾಲೆ ನಮ್ಮಾಂತಿ ತಿರು ಕಂಪೆ ಈ ಕಾಲ್ಬಳಿಂದ ಸಾಕೆಕ್ಕೆ ಡೆ
ತ್ರೈಸಿಗರಕೆಳ್ಳಿ ಕೂಂಬಿನ ಕೆಲಸ್ಟ್ರಿ ಬಂಡಿಲ ಸ್ಟ ನವೆ ಪಾಪ ಮೋಂ ಸಾಂಡಿಲು
ಕಾಲ ಕೆಲ್ಸಿಗಸ್ಟ ಬಂಡಿಲ ಸ್ಟ ಸಾಳ್ಳಿ ಹಾಕಿದ್ದಂ ಜಾಲುಕಾಲು ಹುಲಸ
ನವೆ ಸುಕರವನ್ನ ಕೆಸಿದು ಹಾಂಕಿದ್ದಂರಿಂದ ಮಿ॥ ಸಾಥಿ ಸ್ಟ ಜೀಲಲು ಸಾಲು ತಿಳ್ಳಿ
ನ ಸ್ಟ ಕೆಲಸ್ಟ್ರಿ ಳಿಳಿಸಿದ್ದಂರ ಸುಲಲೆ ಈ ಬಂಡಿಲ ಪಾಂಡೆ ಕೀಲಾಲೆ
ಕೆಳ್ಳಿದಲ್ಲಿ ನಿಲ್ಲಿಸಿರುವ ಜಾಲುಕಾಲು ಹುಲಸ ಒಂದನ್ನ (ಸುಸಾಲು 3
ಆಳಿಲುಡಿದ ಸಾಕ್ಷಿ 7 ಅಂಡುಲ ಅಸಿಲ 7/8 ಅಂಡುಲ ಪಕ್ಷಿಲು ಲಳ್ಳ
ಜಾಲುಕಾಲು ಹುಲಸಲು ಸ್ಟ ಅ ಸುಲಭಕ್ಕೆ ಸಾಂಡಿಸ್ಟ. ಈ ಹುಲಸ
ನ್ನ ಮಿ॥ ಸಾಥಿ ಸುಂಪೆ ಅಸಿಲ ಕಾಲ ಕೆಲ್ಸಿಗಸ್ಟ ಬಂಡಿಲ ಸ್ಟ ಸಾಳ್ಳಿ
ನವೆ ಸುಕರವಾಗಿ ಡ್ಡಿಪೆ ಪಡಿ ಪಾಡು ಎಂದೂ ಸ ಕೆಲಿಸಿರುತ್ತೆ.

ಇಂತಿಲಾಂ ಒಪ್ಪಿ ಪೈಲೆ—

Sd/ B. Dora Samy

Sd/ (2) Nil— clear

(3) M. Channappa C/o N. S. Vasudeva Rao B.A. L.L.
Advocate. Chickpet. Bangalore city

(4) C. M. Ananda Thirtha Rao

(5) Y.V. Krishna Murthy. C.D.I. Bangalore city

(6) Not clear Govt. Res. Bangalore—

Sd/ G. S. Girimaji
Supdt. of Industries
3.7.1928.

Copy
Manager

Messrs L.Srinivasayengar, D. Sharma & Co.

Copy of letter dated 3rd July 1928 from Mr. L.S.Raju, M.A.,(Hons),B.L., to the Director of Industries and Commerce in Mysore, Bangalore.

We acknowledge receipt of your letter No.El.509/27-28 dated 2nd July 1928, at 4 P.M.yeaterday. In reply we are instructed by our client, Mr.G.R.S.Rao, to state as follows:-

1. Our client emphatically denies that till the receipt of your letter under reply, he was made to understand either 'distinctly' or otherwise, that the Government did not agree to the terms of the promise which you held out to our client or "that the agreement could not be modified in any way as requested by him."

We shall be glad if you can kindly refer to any particula letter or letters of yours wherein our client has been specifically mentioned about what you now write and was given any distinct understanding as you put it. We shall also thank you to forward to us copies of such letters if any. We are compelled to trouble you further in this matter, because from the correspondence which our client has placed in our hands and which we referred to in our letter No.Gl.188 of the 1st instal. we find that the inference is quite the otherway about and that our client was given to understand that the time for payment of the instalment was agreed to be "after September next" i.e.from Ist October 1928.

2. As regards the 2nd para of your letter under reply, we regret to note that you do not meet the points of Law and equity, urged in our last letter, but dismiss the whole thing summarily by a dogmatic assertion that "the action" you "have now taken is in accordance with the terms of the agreement and in accordance with Law" It is needless for us to repeat again what all we stated in our last letter. We reaffirm with greater emphasis the contents of our last letter and leave the mat-

matter there for the present.

3. Our client notes with poignant regret that your Department is persisting in a course of action which, if not put a stop to by you or any other authorities concerned forthwith may very soon assume an importance very much more than purely local and result in consequences, which while they may temporarily caus damage to our client, hold also the reputation of the State and the fairness of the Government in their crucible. Since the larger interests of the State are therefore also involved in proceedings of the type, you are now taking and attempting to take against our client, we should, without any prejudice whatsover to our client's right for damages etc., as stated in our last letter, like to add a word of our own for your consideration and with the best of intentions.

In such matter as this, the Government or your Department ought, you will readily agree, to be scrupulously fair and not show the slightest signs of malice or vindictiveness. The policy of Government as declared by them is to promote, encourage, and keep up "Industries". So, even in cases of ambiguity, if any the interpretation and benefit of doubt, should be in favour of our client. Why should you or Government not then receive the first instalment after September next as contended by our client? We should really like to know what the real impediment or harm to you or Government there is in so doing? On the other hand, by the action of Government now, so many people will be thrown out of employment in our client's press, and serious consequence may arise.

4. While our client is quite alive and will endeavour at any cost to protect his rights and enforce his remedies, he is equally alive to the lasting interests of the State.

He therefore, still hopes that you will avoid "further unpleasant scenes" and redress as immediately as possible the wrongs done to him so far. On behalf of our client, we can as-

assure you, the prestige of Government will only be enhanced thereby.

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copy forwarded
9 inst.

For Director.

MSR.

Copy of letter No.El.509/27-28 dated 3rd July 1928 from the Director of Industries and Commerce in Mysore, Bangalore to Messrs D.Shama Rao, B.A., LL.B., and L. S. Raju, M.A.,(Hons)B.L.,Advocates, Lakshmi Sthanam, Khasi Visveswar Temple Lane, Chickpet. Bangalore city.

I have received your letter of the 3rd instant.With reference to the first para of your letter, I would invite your attention to my letter dated 18th June 1928 and particularly to the following sentence, -According to the terms of your agreement the payment of the instalment should have commenced from 1st April 1928. It is obvious from this letter that the agreement was in no way modified. I may also explain that when your client interviewed me, I told him that the alteration in the date of payment proposed by him was not approved by Government.

In regard to the other points referred to in your letter I do not see how the Department can be blamed if it seems to enforce the terms of the agreement voluntarily entered into by your client.

For Director.

P.P 58(2) 7/12/38

To

The Director of I & C.,
Bangalore.

Dear Sir,

I herewith return the draft reply sent with your D.O.No.509 dated the 3rd inst re: notices sent on behalf of Prajamitra. The draft is in order and may issue.

Yours sincerely,

(Sd) P.Nagappa.

Secretary to Government,
Law Department.